

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF MONO**  
**AND**  
**MONO COUNTY PUBLIC SAFETY OFFICERS'**  
**ASSOCIATION**



**January 1, 2002, through December 31, 2005**

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## **ARTICLE 1. PARTIES; DEFINITIONS; PURPOSES**

### **A. Parties**

The parties to this Memorandum of Understanding (MOU) are the County of Mono, acting by and through the Mono County Board of Supervisors, and the Mono County Public Safety Officers' Association, which is the employee bargaining unit further defined in Article 3 of this MOU.

### **B. Definitions**

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles hereof:

- (1) "ASSOCIATION" means the Mono County Public Safety Officers' Association, a recognized employee organization representing all Mono County Public Safety Officers.
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.
- (3) "COVERED EMPLOYEE OR EMPLOYEES" means those Mono County Public Safety Officers who are not "temporary employees" as that term is defined in the Mono County Code 2.68.020(27). All covered employees are covered by the terms of this MOU.
- (4) "MOU" means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.

### **C. Purpose**

The purpose of this MOU is to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between the COUNTY and employees covered by the provisions of the MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the understanding reached by the ASSOCIATION and the COUNTY as a result of good faith negotiations. This MOU requires the approval of the Mono County Board of Supervisors and a majority of the members of the ASSOCIATION prior to its execution and implementation.

## **ARTICLE 2. TERM, RENEGOTIATION**

The provisions of the MOU are effective January 1, 2002, through December 31, 2005 unless otherwise specified. This MOU shall expire at midnight December 31, 2005 unless as otherwise provided by State law. In the event either party desires to negotiate a successor MOU, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate. Both parties agree to use their best effort to complete negotiations of a successor MOU. The provisions of this MOU shall continue

on a day to day basis following expiration unless and until the Board of Supervisors ratifies changes in accordance with State law.

### **ARTICLE 3. RECOGNITION**

The COUNTY affirms recognition of the ASSOCIATION as the exclusive bargaining agent legally authorized to negotiate and execute this MOU on behalf of the covered employees.

### **ARTICLE 4. ASSOCIATION RIGHTS**

The COUNTY recognizes all legal rights of all covered employees including the right to join and participate in the activities of the ASSOCIATION and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, the Meyers-Milias-Brown Act ("MMBA"). The COUNTY shall not intimidate, restrain, coerce or discriminate against any covered employee because of the exercise of any such rights. The provisions of the MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed or religion, and in accordance with applicable State and Federal laws.

### **ARTICLE 5. HEALTH CARE AND DISABILITY BENEFITS**

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 6 and 7.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY pursuant to this Agreement.
- C. The COUNTY shall continue to keep covered employees in CalPERS medical insurance.
- D. The COUNTY shall continue to pay only \$16 per employee per month for medical insurance, which amount shall not increase.
- E. Disability Insurance

The COUNTY shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at COUNTY expense. The COUNTY shall pay all such premiums as are necessary to provide SDI benefits to covered employees. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the COUNTY shall continue paying:

- (1) Monthly contributions into the Cafeteria Plan based on the employee's applicable tier (See Article 8); and
- (2) The medical portion of Social Security.

#### **F. Health Care Coverage for Retirees**

- (1) The COUNTY shall continue to pay \$16 per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the

COUNTY. A “retiree” is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.

- (2) Each “retired employee” and one dependent of a retired employee (including a spouse of the retired employee, and otherwise as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.
- (3) “Retired employee” means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- (4) Any benefits after retirement under this Section F of Article 5 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change. (See also Article 10.)

#### **ARTICLE 6. DENTAL CARE PLAN**

The COUNTY shall implement and extend coverage under the COUNTY Dental Plan to all covered employees and their dependents with the understanding that the COUNTY shall retain total discretion regarding carrier and plan content, and with the further understanding that the COUNTY Dental Care Plan as now constituted shall be the minimum base coverage. The coverage provided by this Article shall extend to retired employees (as defined above in Article 5), together with one dependent of the retired employee.

#### **ARTICLE 7. VISION CARE PLAN**

The COUNTY shall implement and extend coverage under Vision Care (Plan C: \$10.00 deductible) to all covered employees and their dependents with the understanding that the COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 5), together with one dependent of the retired employee.

#### **ARTICLE 8. CAFETERIA PLAN**

- A. Effective as soon after May 7, 2002, as is feasible for the COUNTY to implement and authorized by the ASSOCIATION, with respect to any covered employee who is enrolled in CalPERS medical insurance, the

COUNTY will contribute into the Cafeteria Plan one of the following amounts per employee per month, minus the sixteen dollars (\$16) per month paid by the COUNTY directly to PERS on behalf of that employee:

Single:	\$279.29/month
Two-Party:	\$528.32/month
Family:	\$647.00/month

Also effective on the same date, with respect to any employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall only contribute to the Cafeteria Plan a flat amount per month for that employee equal to the "Single" tier contribution amount. The ASSOCIATION understands that PERS will not view implementation of this Section by the COUNTY as a qualifying event that would allow an ASSOCIATION member to change his or her selected insurance coverage during calendar year 2002.

- B. On January 1, 2003, and on January 1<sup>st</sup> of each subsequent calendar year, the COUNTY will increase the foregoing contribution rates by the same percentage increase (if any) in PERS Choice premium rates (for each of the three tiers) over the previous calendar year. Employees shall authorize payroll deductions into the Cafeteria Plan to cover any portion of the cost of insurance premiums or any other Plan option they may select that is not covered by the COUNTY's contribution.
- C. The Cafeteria Plan shall include a "cash-back" option to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws and without altering the COUNTY's obligations under the Fair Labor Standards Act (FLSA). Among other things, the Cafeteria Plan shall specify that an employee may not take cash back unless he or she can provide written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from insurance plans offered through the Cafeteria Plan.

#### **ARTICLE 9. 401(a) PLAN.**

- A. Any covered employee hired on or after May 7, 2002, shall not be eligible to earn or receive the retirement service benefit provided by Article 10, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any active employee of the unit who was hired prior to May 7, 2002, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 10.
- B. The COUNTY has established and implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The COUNTY shall contribute into the Section 401(a) Plan an amount on behalf of each employee electing to participate under this Article 9 equal to the amount contributed by that employee from his or her own pre-tax salary into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a)

Plan directly (if made available to employee contributions) but not to exceed three percent (3%) of the employee's pre-tax salary. Accordingly, if an employee contributed a total of one to three percent (1-3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would only be equal to three percent (3%) (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employees shall vest -- that is, earn the right to withdraw -- the COUNTY's contributions into the 401(a) Plan on their behalf based on years of COUNTY service, as set forth more fully below.

- C. The 401(a) Plan implemented in this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years	100 percent

- D. In addition to and notwithstanding the foregoing, employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use -- shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the COUNTY and the Plan must comply.

**ARTICLE 10. RETIREMENT SERVICE** (Applicable only to certain employees who retired or were on the COUNTY payroll prior to May 7, 2002).

- A. Each retired employee who was on the COUNTY payroll prior to May 7, 2002, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (See Article 8), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 9).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least

ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.

**C. The amount of the flexible credit allowance shall be computed as follows:**

- (1) If the employee retires after December 31, 2000, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 8), minus the \$16 per month paid by the COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the COUNTY's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus \$16 paid directly by the COUNTY to CalPERS). As with active employees, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. Retired employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the COUNTY with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.**
- (2) If the employee retires before December 31, 2000, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the \$16 per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.**



## **ARTICLE 11. VACATION ACCUMULATION**

### **A. Accumulation/Accrual**

Vacation accrual for covered employees shall be as provided in the Mono County Code Section 2.68.110. Notwithstanding anything to the contrary, covered employees may accumulate from prior years and take vacation in excess of thirty (30) days during each calendar year.

### **B. Carryover and Forfeiture**

Accumulated vacation carryover will not exceed thirty (30) days at the end of each calendar year. All accumulated vacation in excess of thirty (30) days shall be forfeited if not used and shall not be carried over to next year.

## **ARTICLE 12. SICK LEAVE**

A. The COUNTY shall reimburse covered employees for accrued sick leave exceeding one hundred (100) days at the employee's established base rate of pay. Reimbursement shall be calculated as of November 30th of each year for the preceding twelve (12) months and is to be paid no later than December 18 of each year.

B. Sick leave for each covered employee shall accrue upon the employee's date of employment and in accordance with Mono County Code Section 2.68.100. Upon termination, the employee shall be compensated for accrued sick leave as follows:

- (1) If the employee has worked for the COUNTY for less than five (5) years, no amount shall be paid for accrued sick leave.
- (2) If the employee has worked for the COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.
- (3) If the employee has worked for the COUNTY more than ten (10) years, the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- (4) If the employee is terminated by reason of layoff, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave regardless of how long the employee has worked for the COUNTY.

C. The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.

### **ARTICLE 13. LONGEVITY COMPENSATION**

Effective May 7, 2002, each covered employee, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his or her salary range, shall receive two and one-half percent (2.5%) additional compensation. An additional two and one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his or her salary range. A third and final two and one-half percent (2.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his or her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on May 7, 2002, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall continue to receive that amount of longevity pay but shall not be eligible for nor receive any further longevity increases regardless of years of service. For example, if a covered employee on May 7, 2002, was already receiving ten percent (10%) longevity pay, then he or she shall continue to receive only that ten percent (10%) longevity pay and no other longevity increases. Nothing in this paragraph shall apply retroactively or in any way trigger additional compensation for any period of time prior to May 7, 2002. For example, if a covered employee with seven (7) years of service on May 7, 2002, was already receiving two and one-half percent (2.5%) longevity (under former COUNTY policy), then he or she shall be eligible for an additional two and one-half percent (2.5%) as of May 8, 2002, but shall receive no additional compensation for any period of time prior to that effective date when he or she would have already completed six (6) years of service, nor shall he or she receive another longevity increase until he or she has completed a total of nine (9) years of COUNTY service (including years prior to May 7, 2002) at "E" step (or top step) of his or her salary range.

### **ARTICLE 14. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY**

- A. In the event a covered employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the time the employee carries out the other duties.
- B. The provisions of this Article are operative only when all of the following conditions occur:
  - (1) Written direction has been given to the employee to assume the other duty by the employee's department head or by a person so authorized by the department head.
  - (2) The assumption of duties entailing greater responsibility must be taken for a period of one (1) work week (or 40 hours) in order for the provisions of this Article to apply. Said initial work week shall not be included in the increased pay calculations.
  - (3) The position assumed has a job description in the most recent job classification and salary survey adopted by the Board of Supervisors.

### **ARTICLE 15. RELEASE TIME**

- A. The ASSOCIATION President and designated representatives shall have reasonable time off with pay for the purpose of carrying out ASSOCIATION

related matters (not to exceed a total of three (3) persons). The ASSOCIATION representatives shall notify the Sheriff that they will be participating in ASSOCIATION matters.

B. The COUNTY agrees that ASSOCIATION members may attend semi-annual ASSOCIATION membership meetings during working hours without loss of pay provided:

- (1) Attendance is verified by signature roster prepared and certified by the ASSOCIATION Secretary.
- (2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting.
- (3) The employee's absence from work will not result in the lack of minimum coverage of office functions in the employee's office as determined by the employee's department head.

#### ARTICLE 16. SHIFT DIFFERENTIAL PAY

A. Evening Shift -- 1500 to 2300 hrs.

Each covered employee shall receive a pay differential of five percent (5%) in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the evening shift shall continue to receive the shift differential for each hour of overtime worked.

B. Graveyard Shift -- 2300 to 0700 hrs.

Each covered employee shall receive a pay differential of seven and one-half percent (7.5%) in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the graveyard shift shall continue to receive the shift differential for each hour of overtime worked.

C. Relief Shift is defined as any combination of days, evenings, and/or graveyards scheduled in advance for a month, including utility and records relief assignments.

Each covered employee shall receive a pay differential of five percent (5%) in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the relief shift shall continue to receive the shift differential for each hour of overtime worked.

D. The terms "evening shift," "graveyard shift" and "relief shift," as used herein shall be as described by department policy.

#### ARTICLE 17. WORKSITE INSPECTION

The COUNTY shall provide reasonable safety programs and annual on-site safety inspections in order to assure safe worksites for COUNTY employees. Department heads shall have the responsibility for scheduling the safety programs and annual on-

site worksite inspections. Written complaints shall be filed with the Sheriff and copies shall be transmitted by employees who file them to the President of the ASSOCIATION. Should the complaint be unresolved by the Sheriff, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.

The worksite Safety Advisory Committee shall be established as the need arises, and will consist of the COUNTY'S designated risk manager, one member designated by the ASSOCIATION, and one member appointed by the other two members.

#### **ARTICLE 18. UNIFORM ALLOWANCE AND UNIFORM MAINTENANCE ALLOWANCE**

- A. Uniform allowance for each member shall be \$300.00 per year, payable no later than the 10th of July. Each new member shall upon employment, receive a \$300.00 uniform allowance. Should said new member not complete twelve (12) months of service as a Public Safety Officer with Mono County, the COUNTY may recover \$25.00 per month from the new member for each month of service not completed up to the 12th month. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said member's final paycheck.
- B. Each member shall also be entitled to receive an additional \$300.00 per year, said sum to be designated as uniform maintenance allowance. This maintenance allowance shall be paid on a quarterly basis no later than July 10th, October 10th, January 10th, and April 10<sup>th</sup>, in four (4) equal installments of \$75.00 each.
- C. All insignia and equipment issued to members shall be returned to Mono County Sheriff's Department in good condition, ordinary wear and tear excepted, prior to receipt of said member's final paycheck. Any change or addition to the existing uniform which is ordered by the Sheriff's Department shall be at the COUNTY'S expense.

#### **ARTICLE 19. CALL BACK**

- A. A covered employee who is called into work at any time other than his or her normal working hours shall be paid for a minimum of four (4) hours of overtime. Should the duration of the call back exceed four (4) hours, the employee shall receive credit for overtime worked equal to the actual time worked. The provisions of this Article do not apply to extended shifts.
  - (1) If the call back occurs during swing, relief, or graveyard shift, the employee shall receive the applicable shift differential pay.

#### **ARTICLE 20. CALCULATION OF OVERTIME**

For time worked in excess of forty (40) hours per week, covered employees shall be paid in accordance with the COUNTY'S standard provisions for the payment of overtime.

##### **A. Accumulation of Compensatory Time**

Covered employees may accumulate no more than eighty (80) hours of compensatory time off, which may be utilized with permission of the Sheriff.

**B. Travel Time**

Generally, travel time to and from work does not constitute hours worked. This is true whether the employee works at a fixed or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to the COUNTY'S instructions. The rate of pay for such additional travel time shall be five dollars (\$5.00) per hour. It is the intent of this paragraph that this rate of pay apply only to travel time for travel related to seminars and/or education.

- (1) **One-Day Travel Out of Town:** All travel time of an employee sent out of town by the COUNTY on a special one-day assignment shall be counted as hours worked, except any time spent traveling by the employee between his or her home and the terminal or a common carrier when such carrier is used to transport the employee. Also excluded from hours worked shall be the employee's usual meal time.
- (2) **Overnight Travel Out of Town:** If an employee's duties require him or her to travel out of town overnight, travel time during his or her normal working hours (on both normal working days and days that are normal days off) is counted as hours worked, except that the employee's usual meal time is not counted as hours worked.
- (3) **Use of Private Automobile on Travel Out of Town:** If an employee is offered public transportation, but requests permission to drive his or her own car instead, the employer may count as hours worked either the time spent driving the car or the time it would have had to count as hours worked during working hours if the employee had used public transportation.
- (4) **Work Performed While Traveling:** If an employee performs required work while traveling, the time involved must be counted as hours worked, except during the employee's usual meal periods.

**ARTICLE 21. DRIVER'S PHYSICAL EXAMINATION**

When a physical examination is required for the acquisition or renewal of a driver's license and is required in the performance of a covered employee's duties, the examination shall be provided by a medical doctor designated by the COUNTY at the COUNTY'S expense. The examination shall be performed during the employee's regular working hours without any deduction in pay.

**ARTICLE 22. PERS BENEFITS**

- A. Each covered employee shall continue to pay the nine percent (9%) employee contribution to the Public Employee's Retirement System (PERS). The COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.

- B. As soon as reasonably practicable after ratification of this MOU, the COUNTY shall, at the COUNTY'S expense provide each covered employee with the PERS "Level IV" Survivor Benefit. Any expense to an employee as a result of this benefit shall be paid by the COUNTY to PERS in the employee's name.
- C. The COUNTY and the ASSOCIATION agree that for purposes of PERS retirement, the "single highest year" of the employee's service years of COUNTY employment shall be used for calculation of the retirement benefits of that employee.
- D. Effective July 1, 2002, the COUNTY shall move all employees covered by this MOU to PERS "3% AT 55" retirement.
- E. Effective July 1, 2004, the COUNTY shall move all employees covered by this MOU to PERS "3% AT 50" retirement.
- F. The COUNTY amended its contracts with PERS to provide the option under Section 21024 (military service credit as public service) at no cost to the COUNTY.

#### **ARTICLE 23. SALARY ADJUSTMENT/TERM**

- A. It is hereby agreed that effective and retroactive to January 1, 2002, each unit member shall receive a salary increase of seven percent (7%) of the base compensation that unit member was entitled to receive on January 1, 2002. The new salary shall continue thereafter. (Said increase is based on the median salary of a 20-county salary survey, utilizing counties between 12,873 and 100,000 in population, and surveying the highest paid position between dispatch, records, transportation, and corrections.) "Base compensation" for the salary increase effective as of January 1, 2002 means the range and step at which the member was paid on that date. The retroactive pay for calendar year 2002 shall include payments for overtime previously made or owed for that year as of the date of the retroactive payment. It shall not include hazard pay or other payments of any kind or nature.
- B. Effective January 1, 2003, the COUNTY will provide an increase to each unit member's base compensation equal to the percentage change in the Consumer Price Index (CPI) for U.S. Cities West for All Urban Consumers (All Items Indexed) of the Bureau of Labor Statistics, United States Department of Labor, from September 2001 to September 2002. Notwithstanding the foregoing, the COUNTY shall in no event provide a wage increase lower than two percent (2%) nor greater than four percent (4%). "Base compensation" for the salary increase effective as of January 1, 2003 means the range and step at which the member was paid on that date. The new salary shall continue thereafter.
- C. Effective January 1, 2004, the COUNTY will provide an increase to each unit member's base compensation equal to the percentage change in the Consumer Price Index (CPI) for U.S. Cities West for All Urban Consumers (All Items Indexed) of the Bureau of Labor Statistics, United States Department of Labor, from September 2002 to September 2003. Notwithstanding the foregoing, the COUNTY shall in no event provide a

wage increase lower than two percent (2%) nor greater than four percent (4%). "Base compensation" for the salary increase effective as of January 1, 2004 means the range and step at which the member was paid on that date. The new salary shall continue thereafter.

- D. Effective January 1, 2005, the COUNTY will provide an increase to each unit member's base compensation equal to the percentage change in the Consumer Price Index (CPI) for U.S. Cities West for All Urban Consumers (All Items Indexed) of the Bureau of Labor Statistics, United States Department of Labor, from September 2003 to September 2004. Notwithstanding the foregoing, the County shall in no event provide a wage increase lower than two percent (2%) nor greater than four percent (4%). "Base compensation" for the salary increase effective as of January 1, 2005 means the range and step at which the member was paid on that date. The new salary shall continue thereafter.
- E. Retroactive compensation will be paid only to Association members who are employed on the date of final ASSOCIATION and COUNTY ratification of this MOU (on or about May 7, 2002). Retroactive compensation will not be paid to any employees who terminated employment between January 1, 2002 and the date of final ratification of this MOU.
- F. No other salary increases are included in this MOU, which expires on December 31, 2005.

#### ARTICLE 24. HOLIDAY PAY

- A. Until December 31, 2001, holiday pay for covered employees shall be paid semi-annually no later than November 20<sup>th</sup> and May 20<sup>th</sup> of each fiscal year in the amount of eight percent (8%) of the employees' base pay. Retroactive to January 1, 2002, said amount shall increase to nine percent (9%) of base pay. The semi-annual payment shall not be dependent upon the number of holidays during the six (6) month period immediately preceding payment. Employees hired less than six (6) months prior to any payment or who worked less than twelve (12) months per calendar year shall be compensated on a pro-rated basis (i.e., 8% or 9% of base pay since the date of hire or 8% or 9% of base pay for months actually worked (if any) during a particular semi-annual period).
- B. This policy will eliminate holidays from the work schedule, save and except one (1) personal holiday and special COUNTY holidays (specified in Mono County Code § 2.68.030(A)(14)), which will be paid. Any overtime work which falls on regular days off which is, coincidentally, a calendar holiday, shall be paid at the overtime rate.

#### ARTICLE 25. COURT TIME

Retroactive to January 1, 2002, if any member makes a court appearance pursuant to lawful Subpoena for the purpose of testifying to facts, acts or events that occurred in the course and scope of his or her employment with the Mono County Sheriff's Office, and his or her court appearance does not commence and terminate entirely within his or her

regular shift or extended shift, then such member shall be entitled to credit for overtime as follows:

- A. When that portion of the court appearance that falls outside his or her regular or extended shift has a duration of less than four (4) hours, that member shall receive credit for four (4) hours overtime;
- B. When that portion of the court appearance that falls outside his or her regular or extended shift has a duration of four (4) or more hours, that member shall be entitled to credit for overtime equal to the actual time in court outside the regular or extended shift.

Should a member receive notice not to appear for a scheduled court appearance anytime after the end of member's last previous work shift and before leaving to attend such court session, the member will receive \$50.00 in compensation.

#### **ARTICLE 26. TRAINING OFFICER PAY**

Retroactive to January 1, 2002, the COUNTY will provide a five percent (5%) increase to the base compensation of a covered employee who is acting as a PSOA Training Officer, which shall last for the period during which such training actually occurs.

#### **ARTICLE 27. EDUCATION INCENTIVE PROGRAM**

- A. Covered employees who wish to enroll in job-related or promotion-oriented courses shall be reimbursed by the COUNTY for allowable expenses related to the courses in an amount not to exceed seven hundred dollars (\$700.00) per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expense for required course material and textbooks, and shall be subject to the following:
  - (1) Courses must be taken at or by correspondence from an accredited institution, if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom attendance.
  - (2) Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer (C.A.O.).
  - (3) Approval for educational assistance program shall be at the written discretion of the employee's department head, and the C.A.O. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the C.A.O. with the Auditor's office.
  - (4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.
- B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's office of appropriate receipts and proof of completion of the course with a minimum grade of "C" or its equivalent.



## **ARTICLE 28. AGENCY SHOP**

### **A. Association Membership Dues and Service Fees**

- (1) Each covered employee shall pay to the ASSOCIATION a monthly "service fee." As a condition of employment, members shall pay association dues which include the above fee.**
- (2) The service fee shall not include any increment for expenditures, if any, made by the ASSOCIATION for political or ideological purposes.**
- (3) It shall be the responsibility of the Mono County C.A.O. to notify each new employee of the agency shop provisions of the MCPSOA MOU and to request the employee to sign a withholding authorization. If the employee refuses to sign the withholding authorization, he or she shall be deemed to fail to satisfy a condition of employment and may be subject to termination unless he or she complies. No fees, dues or assessments will be withheld until a signed authorization is on file with the COUNTY Auditor-Controller.**
- (4) An employee who is a member of a bona fide religion which prohibits participation in a public employees bargaining organization, shall pay, in lieu of the service fee, a sum in a like amount to a charitable fund exempt from taxation pursuant to Internal Revenue Code 501 (c) (3). It shall be the responsibility of each employee who elects to make a charitable contribution (instead of paying a service fee), to notify the ASSOCIATION of the name and address of the qualified charitable fund which is receiving the employee's contribution from the employee. At the written request of the ASSOCIATION, the employee shall provide proof to the ASSOCIATION of the identity of the charitable fund and the making of the charitable contribution. In the event the employee does not provide the requested proof of payment within thirty (30) days of giving a written request thereof, then the monthly service fee for the period the service fee was not paid by the employee shall be deducted from the employee's pay by the Auditor-Controller upon written notice by the ASSOCIATION.**
- (5) The COUNTY shall deduct the service fee from the monthly paycheck of each employee and shall remit the same to the ASSOCIATION.**

### **B. Hold Harmless**

**The ASSOCIATION shall defend, indemnify and hold harmless the COUNTY on account of all claims against the COUNTY, and all lawsuits in which the COUNTY is a party defendant as a result of the provisions of this Article, except for claims against the COUNTY which arise from the intentional, wanton or reckless acts (or malice, fraud or oppression) of the COUNTY.**

**C. Financial Harmless**

The ASSOCIATION shall keep an adequate, itemized record of its financial transactions and shall make available annually, to ASSOCIATION covered employees within sixty (60) days after the end of the fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operation statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a certified public accountant.

**D. Representation of All Covered Employees**

The ASSOCIATION shall fairly and equally represent each covered employee.

**E. Amendments; Effective Date of Agency Shop Provisions**

If any provision of this Article becomes void, invalid or unenforceable as a result of the decision of a court of competent jurisdiction or a published appellate court opinion, the parties agree to amend the Article to comply with the decision or opinion.

**ARTICLE 29. BENEFITS OF OTHER BARGAINING UNITS**

In negotiating with the ASSOCIATION for a successor to the MOU, the COUNTY shall make available to the ASSOCIATION non-confidential information pertaining to and shall consider in good faith in such negotiations, the extent of wage or pay and other benefit increases heretofore or hereafter given to employees in other bargaining units. The COUNTY shall treat covered employees fairly and equitably in comparison to employees represented by other bargaining units, including the provisions of Government Code Section 3247, et seq.

**ARTICLE 30. PUBLIC SAFETY OFFICER (4850 IOD)**

Each Public Safety Officer shall be provided with Labor Code Section 4850 benefits pursuant to the terms of that statute.

**ARTICLE 31. MISCELLANEOUS PROVISIONS**

**A. Entire Agreement**

Except as provided in specific articles pertaining to future agreements between the parties on specific issues, the MOU constitutes the entire understanding of the parties. Any specific agreements which vary or modify any provision of the MOU (including, without limitation, any modification or deviation from the standard 40-hour work week, not covered by the MOU made between the COUNTY officer/department head or their designee) shall be in writing and signed by both parties, the ASSOCIATION and the COUNTY.

**B. Maintenance of Benefits**

Employee benefits set forth in either Chapter 2.68 of the Mono County Code, or the "Personnel Policies and Procedures Handbook" adopted by the Mono County Board of Supervisors by Resolution No. 82-27 on February 16, 1982, or the "Handbook of Personnel Evaluation and Disciplinary Procedure" adopted by the Mono County Board of Supervisors by Minute Order 81-569 on May 12, 1981, and

related unrepealed minute orders, resolutions and ordinances or the Mono County Board of Supervisors, shall not be modified in any fashion except in compliance with the Meyers-Milias-Brown Act.

**C. Grievances**

- (1) The term “grievance” as used in the Mono County Code Section 2.68.306(C) and Resolution No. 87-27 shall include, without limitation, any complaint concerning the application of any Memorandum of Understanding or rules or regulations governing the personnel practices or working conditions that the department management has the ability to remedy. The terms “rules or regulations governing the personnel practices or working conditions” shall include State and Federal statutes. In addition, the term “grievance” in Mono County Code Section 2.68.306(C) includes State and Federal statutes and case law.
- (2) The COUNTY agrees to include a ten (10) working day time limit for the formal hearing with the department head under Step 2 of the grievance procedure set forth in Mono County Code Section 2.68.309(B).

**D. Alternate Work Schedule**

The COUNTY agrees that the C.A.O. and the Auditor-Controller will continue to work and meet with the ASSOCIATION regarding the evaluation of alternate work schedules, such as four (4) ten (10) hour days per week, instead of five (5) eight (8) hour days per week, for forty (40) hour per week employees.

**E. Amendments**

The MOU can be amended only in writing by mutual agreement after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the periods herein specified.

\_\_\_\_\_  
CURTIS KAISER, PRESIDENT  
Mono County Public Safety Officers' Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
THOMAS FARNETTI, CHAIRMAN  
Board of Supervisors  
County of Mono

\_\_\_\_\_  
Date